

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN

IN RE:  
PEARL SANDERFER

DEBTOR(S)

CASE NO. 21-44301-LSG  
CHAPTER 13  
HON. LISA S. GRETCHKO

**DEBTOR'S MOTION TO APPROVE FIRST POST-CONFIRMATION MODIFICATION**

NOW COMES DEBTOR, by and through counsel, The Semrad Law Firm, hereby moves to modify debtor confirmed plan.

1. Debtor filed for Chapter 13 relief on May 17, 2021.
2. Debtor's plan was confirmed on August 25, 2021.
3. Debtor's plan was previously modified on June 03, 2021.
4. This is the debtor's first proposed post-confirmation plan modification.
5. Debtor's plan was to last for a period of 60 months.
6. Debtor's plan was to yield a dividend of 1.10% to unsecured creditors.
7. Debtor's plan required debtor to remit 100% of debtor's income tax refunds to the trustee.
8. Debtor's plan is funded by a third-party wage deduction payment order.
9. Debtor needs to modify her plan because:
  - a. Debtor received an income tax refund in the amount of \$1,216.00 from her 2021 federal tax return in March 2022. Debtor is unable to turn over the tax refund because her home requires a new clothes dryer costing \$1,004.38 and a new furnace that will cost approximately \$3,989.00 and she would like to retain the tax refund to use towards this expense.
10. Debtor requests that the Chapter 13 plan be modified as follows:
  - a. Excuse debtor's requirement to pay her 2021 income tax refund to the trustee.
11. Modification of Debtor's plan shall impact creditors as follows:
  - a. Class 1 Administrative claims are not affected.
  - b. Class 2 claims shall not be affected, debtor's attorney's fees for this motion are waived.
  - c. Class 3 claims – There are no claims in this class.
  - d. Class 4 claims - There are no claims in this class.

- e. Class 5.1 Secured Purchase Money Security Interest claims shall be paid in full over a slightly longer period.
  - f. Class 5.2 Other Secured Claims - There are no claims in this class.
  - g. Class 6 – Executory Contracts and Leases are paid directly and shall not be affected.
  - h. Class 7 Priority Unsecured claims - There are no claims in this class.
  - i. Class 8 Special Unsecured - There are no claims in this class.
  - j. Class 9 General Unsecured claims are not guaranteed any disbursements. They shall not receive debtor's 2021 tax refund.
12. Debtor's proposed order is attached as Exhibit A.
13. Notice of deadline to object to proposed chapter 13 plan modification is attached as Exhibit B.
14. A liquidation analysis is attached as Exhibit C.
15. A plan worksheet, required 3015-1(b)(2) is attached as Exhibit D.
16. An estimate for the clothes dryer is attached as Exhibit E.
17. An estimate for the new furnace is attached as Exhibit F.

WHEREFORE, Debtor prays that this Court modify the Chapter 13 Plan by Excusing Debtor's obligation to remit her 2021 federal income tax refund to the Chapter 13 Trustee.

Respectfully submitted,

/s/ Mark E. Bredow  
MARK E. BREDOW(P49744)  
The Semrad Law Firm, LLC  
31000 Northwestern Highway, Suite 240  
Farmington Hills, MI 48334  
(313) 217-5253  
mbredow@semradlaw.com

EXHIBIT A

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN

IN RE:  
PEARL SANDERFER  
  
DEBTOR(S)

CASE NO. 21-44301-LSG  
CHAPTER 13  
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**ORDER GRANTING DEBTOR'S PROPOSED FIRST POST-CONFIRMATION PLAN MODIFICATION**

This matter having come to the court on the motion of the debtor, Pearl Sanderfer regarding

☒ Debtor (s) Proposed Plan Modification.

the parties having agreed to the terms herein, based on the records of the Court, the court being otherwise sufficiently advised in the premises, now therefore;

**IT IS HEREBY ORDERED that** the Chapter 13 Plan is modified as follows:

☒ Debtor's obligation to remit her 2021 federal income tax refund to the Chapter 13 Trustee is excused.

The proposed modification has the following impact on the classes of creditors being paid by the Trustee as follows:

- a. Class 1 Administrative claims are not affected.
- b. Class 2 claims shall not be affected, debtor's attorney's fees for this motion are waived.
- c. Class 3 claims – There are no claims in this class.
- d. Class 4 claims - There are no claims in this class.
- e. Class 5.1 Secured Purchase Money Security Interest claims shall be paid in full over a slightly longer period.
- f. Class 5.2 Other Secured Claims - There are no claims in this class.
- g. Class 6 – Executory Contracts and Leases are paid directly and shall not be affected.
- h. Class 7 Priority Unsecured claims - There are no claims in this class.
- i. Class 8 Special Unsecured - There are no claims in this class.
- j. Class 9 General Unsecured claims are not guaranteed any disbursements. They shall not receive debtor's 2021 tax refund.

**IT IS FURTHER ORDERED** that in all other respects, the Plan and Order Confirming Plan shall remain in full force and effect.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN

IN RE  
PEARL SANDERFER  
  
DEBTOR(S)

CASE NO. 21-44301-LSG  
CHAPTER 13  
HON. LISA S. GRETCHKO

**NOTICE OF DEADLINE TO OBJECT TO PROPOSED CHAPTER 13 PLAN MODIFICATION**

The deadline to file an objection to the attached proposed chapter 13 plan modification is 21 days after service.

If no timely responses are filed to a proposed post-confirmation plan modification, the proponent may file a certificate of no response and request entry of an order approving the plan modification.

If a timely objection is filed, the Court will set the matter for hearing and give notice of the hearing to the debtor, the proponent of the plan modification, the trustee and any objecting parties. In that event, the plan modification will become effective when the Court enters an order overruling or resolving all objections.

Objections to the attached proposed chapter 13 plan modification shall be served on the following:

The Semrad Law Firm, LLC  
31000 Northwestern Highway, Suite 240  
Farmington Hills, MI 48334

David Wm. Ruskin, Chapter 13 Trustee  
1100 Travelers Tower, 26555 Evergreen Road  
Southfield, MI 48076-4251

/s/ Mark E. Bredow  
Mark E. Bredow, Esq. (P49744)  
Semrad Law Firm  
31000 Northwestern Highway, Suite 240  
Farmington Hills, MI 48334  
(313) 217-5253  
mbredow@semradlaw.com

## EXHIBIT C

### LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE	\$31,164.00	\$3,658.75	\$27,505.25	\$23,675.00	\$3,830.25
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HHG/PERSONAL EFFECTS	\$2,200.00	\$0.00	\$2,200.00	\$2,200.00	\$0.00
JEWELRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CASH/BANK ACCOUNTS	\$186.00	\$0.00	\$186.00	\$186.00	\$0.00
VEHICLES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Term Life Policy & Pension	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Robin Hood Brokerage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER ( <i>itemize</i> )					

Amount available upon liquidation .....	\$	\$3,830.25
Less administrative expenses and costs .....	\$	\$2,493.12
Less priority claims .....	\$	\$0.00
Amount Available in Chapter 7 .....	\$	\$1,337.13

## EXHIBIT D

### CHAPTER 13 MODEL WORKSHEET LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M.

1. Proposed length of Plan: 36 months
2. Initial Plan payment:  
\$ 285.00 per month x 59 months = \$ 16,815.00 (subtotal)  
  
Step payment #1  
\$ \_\_\_\_\_ per month x \_\_\_\_\_ months = \$ \_\_\_\_\_ (subtotal)  
  
Step payment #2  
\$ \_\_\_\_\_ per month x \_\_\_\_\_ months = \$ \_\_\_\_\_ (subtotal)
3. Additional payments: \$ \_\_\_\_\_ per \_\_\_\_\_ = \$ \_\_\_\_\_ (subtotal)
4. Lump sum payments = \$ \_\_\_\_\_ (subtotal)
5. Total to be paid into Plan (total of lines 2 through 4) \$ 16,815.00
6. Estimated disbursements other than to Class 9 General Unsecured Creditors
  - a. Estimated Trustee Fees \$ 1,177.05
  - b. Estimated Attorney Fees and costs through confirmation of Plan \$ 3,813.00
  - c. Estimated Attorney Fees and costs post-confirmation through duration of Plan \$ 3,243.00
  - d. Estimated fees of other Professionals \$ 0.00
  - e. Total mortgage and other continuing secured debt payments \$ 0.00
  - f. Total non-continuing secured debt payments (including interest) \$ 5,665.67
  - g. Total priority claims \$ 0.00
  - h. Total arrearage claims \$ 0.00
7. Total disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h) \$ 13,898.72
8. Funds *estimated* to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7) \$ 2,916.28
9. Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7 proceeding (see Liquidation Analysis) \$ 1,337.13

Comments:





Order Invoice #: 34898

Date: 03/08/2022 | Salesperson: Sammy Beydoun

Product	Description	Price	Qty	Total
GTD33EASKWW	GE 7.2 Cu. Ft. Electric Dryer White	379.00	1	379.00
wa44a3205aw	Samsung Appliances Samsung washer 4.4 cu	419.00	1	419.00
Delivery	Delivery Delivery	79.00	1	79.00
Hoses	Hoses Hoses	25.00	1	25.00
Vent	Vent Vent	25.00	1	25.00
3 Prong Cord Dryer	3 Prong Cord Dryer 3 Prong Cord Dryer	25.00	1	25.00
Sub-total				\$952.00
Sales Tax				\$52.38
Grand Total:				\$1,004.38

	R.No	Type	Date	Amount
Payments	1	Acima	March 8th, 2022	\$1004.38
Balance Due :				\$0

#### Billing Information

Pearl Sanderfer  
8890 Pinehurst St  
Detroit, MI 48204  
pearlsanderfer@yahoo.com  
Tel: (586) 690-5998

#### Shipping Information

Pearl Sanderfer  
8890 Pinehurst St  
Detroit, MI 48204  
Tel: (586) 690-5998

#### All Sales Are Final

I agree to the following:

1. I have measured the space and all doorways and hallways to ensure that the appliance(s) I have chosen will fit into and through the spaces allocated.
2. I understand that the delivery fee does not cover or include the installation of any dishwashers, microwaves, built in ovens, or cooktops.
3. I have verified that the residence in which the appliance(s) are to be installed has been verified as gas or electric. Electric appliances having a dedicated 220V power supply and separate circuit breaker. Gas appliances have a shutoff valve located within 4 feet of the allocated space and is above ground level.
4. I have verified that 4 foot washing machine fill hoses, dryer cords, range cords, and gas lines necessary for installation are within 4 feet of the required space in which the appliance is located. The washing machine drain hose is standard and will reach an internal water pipe in which to be drained.
5. I understand that any connection in which requires the installation of any appliance to be connected to copper lines of any application will not be able to be installed.
6. Any service call not due to defects in material or workmanship will be charged a minimum service call fee of 69.00.
7. Any restocking of any appliance(s) for any reason will incur a 20% restocking fee.
8. I understand that in the event that the appliance in which was purchased cannot be installed due to size or hookup requirements, I will be responsible for a \$40.00 replacement fee.
9. I understand that Happys is an outlet which sells out of box and scratch and dent appliances and mattresses. I have fully inspected my units prior to purchase and I am fully aware of the scratches and dents in which my appliance(s) and/or mattresses have. I am also aware of any missing and/or damaged cosmetic parts which are either missing or damaged at the time of purchase.
10. I understand that I am fully responsible for having the necessary connectors in which to install my appliances, even if I decline purchasing the connectors at the time of sale.
11. I understand that installation of a waterline to a refrigerator will only be performed if the delivery team deems the waterline acceptable for installation. This does not include running a new waterline or modifying your home in any way.
12. Anything outside of a standard hookup could result in the appliances(s) not being able to be installed at your home. I also understand that for every one appliance that is delivered, one appliance can be removed. Delivery will only be able to remove the same type of appliance in which was delivered. Example: If we deliver a washing machine we can remove a washing machine, dryer for a dryer etc. We can not remove a refrigerator if a range was purchased or any other combination other than a direct removal of the unit that was purchased.
13. I also understand that the delivery team cannot modify my house in any way without written consent and they cannot move any appliances from room to room under any circumstance.



2200 E. Eleven Mile Road  
Warren, MI 48091  
888-234-2340

Invoice 784916  
Invoice Date 2/10/2022  
Completed Date 2/10/2022  
Customer PO  
Payment Term Due Upon Receipt  
Due Date 2/10/2022

**Billing Address**  
Pearl Sanderfer  
8890 Pinehurst Street  
Detroit, MI 48204 USA

**Job Address**  
Pearl Sanderfer  
8890 Pinehurst Street  
Detroit, MI 48204 USA

#### Description of Work

Your custom installation includes the following:

- ? Remove and dispose of existing equipment and haul away from premises.
- ? Set new unit in place.
- ? The installation will consist of connecting to existing ductwork with custom-made sheet metal.
- ? New cold air drop.
- ? Existing gas line will include new AGA ball valve gas shut off.
- ? Vent standard furnace with new metal flue pipe to chimney.
- ? We will connect to existing electrical circuit or run new as required.
- ? All ductwork canvas connections will be installed new as needed.
- ? New 4 inch media air cleaner.
- ? Run flue pipe to chimney with proper chimney liner.
- ? 4 Inch vent pipe to water heater with 5-4-y fitting.
- ? Secure necessary city permits.
- ? Start and check unit.
- ? 10 year warranty

Task #	Description	Quantity	Your Price	Your Total
TM8E060A12MP11	York60K BTU, 80% furnace	1.00	\$3,989.00	\$3,989.00
York TM8E060A12MP11 W2h1365062				
<b>Potential Savings</b>				\$398.90-\$3,989.00
<b>Sub-Total</b>				\$3,989.00
<b>Tax</b>				\$0.00
<b>Total Due</b>				\$3,989.00
<b>Balance Due</b>				\$3,989.00

2/10/2022

ACCEPTANCE OF WORK PERFORMED: I acknowledge satisfactory completion of the above described work and that the premises has been left in satisfactory condition. I understand that if my check does not clear, I am liable for the check and any charges from the bank. In the event that collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all cost of collection fees and reasonable attorney fees. I agree that the amount set forth in the space marked "TOTAL COST" is the total flat price of \$3,989.00, which I have agreed to.

2/10/2022